

# The Cheerleading Agency, LLC Terms of Use Agreement

Effective October 25, 2010

Welcome to the The Cheerleading Agency web site <http://www.TheCheerleadingAgency.com> (the "**Site**") which is operated by The Cheerleading Agency, LLC ("**TCA**"). ("**Scout**," collectively with TCA "**TCA**" "**we**" or "**us**"). The Site materials on the Site are primarily owned by TCA. The Site may also include materials owned by third parties and posted on the Site by virtue of a license, grant or some other form of agreement between the third party and TCA. The services offered on the Site include features, content, applications offered from time to time by TCA in connection with the Site, email newsletters and emails with special offers, updates about the Site, contests and other offerings (collectively, the "**Site Services**"). The Site Services are hosted in the United States of America.

This Terms of Use ("**Agreement**") sets forth the legally binding terms for your use of the Site Services. By using the Site Services, you agree to be bound by this Agreement, whether you are a "**Visitor**" (which means that you simply browse the Site), a "**Subscriber**" (which means that you have subscribed to: (i) receive one or more newsletter, email alerts or partner emails; or (ii) one or more Premium Online Subscriptions; or (iii) one or more TCA magazine subscription), or a "**Member**" (which means that you have registered with TCA). The term "**User**" refers to a Visitor, a Subscriber or a Member. You are only authorized to use the Site Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the Site and discontinue use of the Site Services immediately. If you wish to become a Member or a Subscriber and make use of the Site Services, you must read this Agreement and indicate your acceptance during the Registration or Subscription process. If and when you register to become a Member of the Site or a Subscriber, you agree to: (a) provide true, accurate, complete, and current information (such information being the "**Registration Data**" or the "**Subscriber Data**") and (b) maintain and promptly update the Registration Data or Subscriber Data to keep it true, accurate, current, and complete. You acknowledge and agree that, if any information provided by you is untrue, inaccurate, not current or incomplete, TCA reserves the right to terminate your membership, subscription and/or your use of the Site and/or remove from the Site any User Content (as defined in Section 6 of this Agreement) provided by you. Note that additional terms may apply to the Premium Online Subscriptions (see Sections 5 and 14 of this Agreement) and Public Forums (see Section 15 of this Agreement).

This Agreement includes TCA's policy for acceptable use of the Site Services and Content posted on the Site, and your rights, obligations and restrictions regarding your use of the Site Services. In order to participate in certain Site Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions. Unless otherwise stated, or provided for, in the additional terms and conditions applicable to the Site Services in which you choose to participate, those additional terms are hereby incorporated into this Agreement.

You may receive a copy of this Agreement by emailing us at [Info@thecheerleadingagency.com](mailto:Info@thecheerleadingagency.com) Subject: Terms of Use Agreement. TCA may modify this Agreement from time to time and such modification shall be effective upon posting by TCA on the Site. You agree to be bound to any changes to this Agreement when you use the Site Services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

TCA reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of the Site Services at any time, for any or no reason, with or without prior notice, and without liability. TCA expressly reserves the right to remove your profile and/or restrict, suspend, or terminate your access to any part of Site Services if TCA determines, in its sole discretion, that you pose a threat to TCA and/or its Users.

- 1. Eligibility.** Use of, subscription to, and membership in the Site Services is void where prohibited. By using the Site Services, you represent and warrant that: (a) all Registration Data and Subscription Data you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) if you are a Member or Subscriber, you are a parent or legal guardian of someone who is under the age of 13, 13 years of age or older; and (d) your use of the Site Services does not violate any applicable law or regulation. Your Member profile may be deleted and your membership or subscription may be terminated without warning, if we believe that you are less than 13 years of age who has does not have a legal parent or guardian.
- 2. Term.** This Agreement shall remain in full force and effect while you use the Site Services or are a Subscriber or a Member. TCA may terminate your subscription or membership at any time, without warning. Even after subscription or membership is terminated, this Agreement will remain in effect, including without limitation Sections 5-20.
- 3. Password.** When you sign up to become a Member or Subscriber, you will also be asked to complete the TCA registration credentials and choose a password and username. You are entirely responsible for maintaining the confidentiality of your password and username. You agree not to use the account, username, or password of another Member or Subscriber at any time or to disclose your password to any third party. You agree to notify TCA immediately at [Info@thecheerleadingagency.com](mailto:Info@thecheerleadingagency.com) if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.
- 4. Non-commercial Use by Users.** The Site Services are for the personal use of Users only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by TCA. Illegal and/or unauthorized use of the Site Services, including, without limitation, collecting usernames and/or email addresses of Members or Subscribers by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Site is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles without notice and may result in termination of membership privileges. Appropriate legal action will be taken for any illegal or unauthorized use of the Site Services.
- 5. Purchasing Site Products**

A. If and when you elect to purchase any service or products, including, without limitation: (i) subscription to any Premium Online Subscription; or (ii) subscription to any TCA magazine; or (iii) any additional services or products offered from time to time by TCA (collectively, the "**Site Product**"), from the Site Services, you may be required to provide personal financial information such as credit card and billing information (such information being the "**Personal Financial Information**") to an independent third party company (or companies) selected by TCA. You acknowledge and agree that any Personal Financial Information you provide on the Site and all payment obligations for such Site Products shall be governed by the terms of service of the applicable independent third party company responsible for collecting, transmitting and/or processing your Personal Financial Information. You should review the terms of service of the applicable

independent third party company prior to placing your order. You must be 13 years of age or older to submit Personal Financial Information on the Site, including to purchase a Site Product on the Site. Once you have accessed any particular Site Product, whether by downloading, streaming or otherwise, you will be deemed to have enjoyed the full benefit of the transaction, regardless of the extent of your viewing. You are responsible for any and all charges to your account.

B. If and when you elect to purchase a Site Product, you agree to: (a) provide true, accurate, complete, and current Personal Financial Information; (b) maintain and promptly update Personal Financial Information to keep it true, accurate, current, and complete. In addition you acknowledge and agree that: (i) the terms of the independent third party company (or companies) selected by TCA to collect, transmit and/or process your Personal Financial Information shall apply to all Personal Financial Information; and (ii) you expressly consent that your online order for the Site Product will be fulfilled by the applicable independent third party company selected by TCA. You acknowledge and agree that in the event such independent third party company experiences a data breach that compromises or otherwise affects your Personal Financial Information TCA will in no way be responsible or liable to you for any such breach. You shall contact the applicable independent third party company regarding such any data breach.

TCA reserves the right to refuse the purchase of any Site Product if TCA determines the User to be unsuitable for such purchase.

**C. Subscription Renewal. If you subscribe to any Premium Online Subscription or TCA magazine subscription, your Subscription will be automatically renewed and the credit card you used to subscribe for such subscription will be charged per the billing cycle of your subscription (e.g. Monthly, 3-Month, 6-Month, Annual), unless you cancel the subscription prior to the renewal date.** The renewal charge for your subscription shall be the same as the original purchase price, unless you are otherwise notified in advance. You acknowledge and agree that the authorization to charge your credit card for services shall automatically transfer to any successors or assigns of TCA for substantially similar services at the same or similar Site. You may not assign or transfer your subscription to any other person or entity.

**D. Subscription Cancellation and Refund Policy.** If you would like to cancel your subscription you may contact us during business hours via telephone at 1-317-703-7895. If you request to cancel your subscription or if your subscription is canceled by TCA because you violated this Agreement, you will not receive a refund for any unused portion of the current subscription.

## 6. Proprietary Rights in Content on the Site.

A. TCA does not claim any ownership rights in the text, files, images, photos, video, stills, audio, sounds, musical works, works of authorship, or any other materials (collectively "**Content**") that you may post to the Site Services (Content posted by any Member, "**User Content**"); provided, however, that User Content shall not include any Content posted by a User that is already owned by TCA or any TCA affiliates, which for purposes of this Agreement shall include all companies. After posting your User Content to the Site Services, as between TCA and you, you continue to retain all ownership rights in such User Content, and you continue to have the right to use your User Content in any way you choose; provided that such User Content is not owned by TCA or its affiliates. By displaying or publishing ("**posting**") any User Content on or through the Site Services, you hereby grant to TCA and our affiliates, licensees and other authorized users, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license to use, modify, create derivative works based upon, publicly perform, publicly display, reproduce, and distribute such User Content on and through all media formats now known or hereafter devised, (including, without limitation, through the Site or mobile devices), for any and all purposes including, without limitation, promotional, marketing, trade or commercial purposes. TCA's use of such User Content shall not require any further notice to you and such use shall be without the requirement of any permission from or payment to you or to any other person or entity.

B. You represent and warrant that: (i) you own the User Content posted by you on or through the Site Services or otherwise have the necessary rights, licenses, consents and permissions to grant the license set forth in this Section; and (ii) the posting of your User Content on or through the Site Services does not violate the privacy rights, publicity rights, copyrights, trademarks, contract rights or any other rights of any person; You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content posted by you to or through the Site Services.

C. The Site Services contain Content of TCA or its licensors ("**TCA Content**"). TCA Content is protected by copyright, trademark, patent, trade secret and other laws, and as between you and TCA, TCA owns and retains all rights in the TCA Content and the Site Services. TCA hereby grants you a limited, revocable, nonsublicensable license to use the TCA Content (excluding any software code) solely for your personal use in connection with viewing the Site and using the Site Services. If you wish to reproduce or distribute any TCA Content found on this Site you may submit a request for permission to reproduce or distribute such TCA Content by contacting TCA in writing at:

1. For requests related to video content contact:

The Cheerleading Agency, LLC  
14074 Trade Center Drive ~ Suite 118  
Fishers, IN. 46038

2. For request related to all other content (including reprints of written content posted on the Site) contact:

The Cheerleading Agency, LLC  
14074 Trade Center Drive ~ Suite 118  
Fishers, IN. 46038

You are also strictly prohibited from creating works or materials (including, without limitation, fonts, icons, link buttons, wallpaper, desktop themes, on-line postcards and greeting cards and unlicensed merchandise) that derive from or are based on the TCA Content or materials contained on the Site or through the Site Services. This prohibition applies regardless of whether the derivative works or materials are sold, bartered or given away. The only exception to this policy is if TCA provides the material to Users of the Site solely as part of a contest or

challenge, however, such works or materials and any derivative works created by any User as part of any such contest or challenge, and any copyright or other rights related thereto, will at all times remain the sole property of TCA.

D. Except for User Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on the Site or through the Site Services.

#### 7. **Content Posted.**

A. TCA may delete any User Content that in the sole judgment of TCA violates this Agreement or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any person. TCA assumes no responsibility for monitoring the Site Services for inappropriate User Content or conduct. If at any time TCA chooses, in its sole discretion, to monitor the Site Services, TCA nonetheless assumes no responsibility for the User Content, no obligation to modify or remove any inappropriate User Content, and no responsibility for the conduct of the User submitting any such User Content.

B. You are solely responsible for the User Content that you post on or through any of the Site Services. TCA does not endorse and has no control over the Content. Content is not necessarily reviewed by TCA prior to posting and does not necessarily reflect the opinions or policies of TCA. TCA makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content.

#### 8. **Content/Activity Prohibited.**

A. Please choose carefully the information you post on the Site and that you provide to other Users. Your Member profile may not include the following items: telephone numbers, street addresses, last names, and any photographs containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter, including, without limitation, photographs, video and/or text. Despite this prohibition, information provided by other Members (for instance, in their profile) may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services, and TCA assumes no responsibility or liability for this material. If you become aware of misuse of the Site Services by any person (including, but not limited to, any of the items listed in this Section 8), please send an e-mail directly to [Info@thecheerleadingagency.com](mailto:Info@thecheerleadingagency.com) and include the nature of the misuse and include the URL of the related page in your e-mail.

B. The following, in addition to the Rules of Conduct, is only a partial list of the kind of Content that is illegal or prohibited to post on or through the Site Services. TCA reserves the right to investigate and take appropriate legal action against anyone who, in TCA's sole discretion, violates this provision, including without limitation, removing the offending communication from the Site Services and terminating the membership of such violators. "**Prohibited Content**" includes, but is not limited to the following types of Content that, in the sole discretion of TCA:

1. is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
2. exploits people in a sexual or violent manner;
3. contains nudity, violence, or offensive subject matter or contains a link to an adult website;
4. solicits personal information from anyone under 18;
5. provides any telephone numbers, street addresses, last names, URLs or email addresses;
6. contains or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing unauthorized copies of movies or television series or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
7. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
8. contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page); or
9. solicits passwords or personal identifying information for commercial or unlawful purposes from other Users.

C. The following, in addition to the Rules of Conduct, is a partial list of the kind of activity that is illegal or prohibited on the Site and through your use of the Site Services. TCA reserves the right to investigate and take appropriate legal action against anyone who, in TCA's sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to any of the following activities:

1. spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, trademark infringement or theft of trade secrets.
2. covering or obscuring the banner advertisements on your personal profile page, or any TCA page via HTML/CSS or any other means.
3. interfering with, disrupting, or creating an undue burden on the Site Services or the networks or services connected to the Site Services.

4. attempting to impersonate another User or person.
  5. using the account, username, or password of another User at any time or disclosing your password to any third party or permitting any third party to access your account.
  6. selling or otherwise transferring your profile.
  7. using any information obtained from the Site Services in order to harass, abuse, or harm another person.
  8. displaying an advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on the Site or through the Site Services on behalf of that person, such as placing commercial content on your profile, posting blogs or bulletins with a commercial purpose
  9. using the Site Services in a manner inconsistent with any and all applicable laws and regulations.
- D. With respect to the Site's video player(s), you must not modify, enhance, or otherwise alter in any way any portion of a video player or its underlying technology. This restriction includes disabling or otherwise modifying a video service in a manner that enables Users to view the Content without using the Site's video player(s). Also, you may not embed the Site's video player(s) on any website or other location that contains Prohibited Content.

### • **Notice and Procedure for Claims of Copyright Infringement.**

TCA respects the intellectual property of others, and requires that our Users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. It is the Site's policy to terminate, in appropriate circumstances, the membership of repeat infringers. **TCA has a policy of terminating repeat infringers in appropriate circumstances.**

If you believe that any material contained in this Site, or any material or activity contained on a site to which TCA, by use of an information location tool, has referenced or linked, infringes your copyright, you should notify TCA of your copyright infringement claim in accordance with the procedure set forth below.

TCA will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) and other applicable intellectual property laws. The DMCA requires that notifications of claimed copyright infringement should be sent to this Site's Designated Agent who is:

Copyright Agent  
The Cheerleading Agency, LLC  
Email: [Info@thecheerleadingagency.com](mailto:Info@thecheerleadingagency.com)  
Subject Line: The Cheerleading Agency DMCA  
Telephone: (317) 703-7895  
Fax: (317) 774-2001  
Address: 14074 Trade Center Drive, Suite 118  
Fishers, IN 460

To be effective, the notification must be in writing and contain substantially the following information (DMCA, 17 U.S.C. §512(c)(3) and §512(d)):

- A. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material (or in the case of references or links that are claimed to have infringing material or activity, identification of the reference or link, to material or activity claimed to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate that reference or link);
- D. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- E. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- F. A statement that the information in the notification is accurate and a statement, made under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

E-mails sent to [Info@thecheerleadingagency.com](mailto:Info@thecheerleadingagency.com) for purposes other than communication about copyright claims may not be acknowledged or responded to.

- **Unsolicited Submissions.** TCA does not knowingly accept, via this Site or otherwise, unsolicited submissions including, without limitation, submissions of blog ideas, articles, scripts, story lines, fan fiction, characters, drawings, information, suggestions, ideas or concepts. TCA's policy is to simply delete any such submission without reading it or forwarding it to other TCA staff. Therefore, any similarity between an unsolicited submission and any elements in any TCA creative work including, without limitation, a film, series, story, title or concept would be purely coincidental.

If unsolicited submissions are sent to TCA via this Site (including, without limitation, through any public forum) however, such submissions and any copyright become the property of TCA and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed or deleted as TCA sees fit. You agree that you are not entitled to any compensation, credit or notice whatsoever and that by sending an unsolicited submission you waive the right to make any claim against TCA, its parents or affiliates relating to unsolicited submissions, including, without limitation, unfair competition, breach of implied contract or breach of confidentiality.

- **Employment Opportunities.** TCA may, from time to time, post TCA employment opportunities on the Site and/or invite Users to submit resumes to it. If you choose to submit your name, contact information, resume and/or other personal information to TCA in response to employment listings, you are authorizing TCA to utilize this information for all lawful and legitimate hiring and employment purposes. TCA also reserves the right, at its sole discretion, to forward the information you submit to its parents, subsidiaries and affiliates for legitimate business purposes. Nothing in this Agreement or contained in the Site shall constitute a promise by TCA to contact, interview, hire or employ any individual who submits information to it, nor shall anything in this Agreement or contained in the Site constitute a promise that TCA will review any or all of the information submitted to it by Users of the Site.

- **TCA Newsletters; Email Alerts.** TCA may deliver newsletters and email alerts to Subscribers on a variety of TCA services and programming. If you would like to subscribe to any of the newsletters TCA offers, you may do so by visiting the area of the Site that you are interested in receiving newsletters or email alerts from. If you would like to change the e-mail address to which your TCA newsletters are delivered, please go to your profile page and update your email address or visit the Site page where you subscribed to such Newsletter. If you would like to unsubscribe from any TCA newsletter, you may do so in any of the following ways: (i) by sending an e-mail with the word "**Unsubscribe**" in the subject line to [Info@thecheerleadingagency.com](mailto:Info@thecheerleadingagency.com) ; or (ii) by visiting [www.TheCheerleadingAgency.com](http://www.TheCheerleadingAgency.com) and following the instructions referenced at the top of the page.

- **Sweepstakes and/or Contests.** Sweepstakes, contests, games and other promotions run on the Site by TCA may require the User to provide some PII such as full name, address, e-mail address, and phone number, in order to participate. TCA may use a reputable third party to manage and administer some or all of its sweepstakes and/or contests. This third party may have access to some or all of the PII that is provided by the User in order to participate in the sweepstakes and/or contest. In those instances, the third party will be instructed by TCA to use the PII solely for the specific sweepstakes and/or contest related purpose for which it was requested, and in compliance with the Site's Privacy Policy. Most often this information is used only to select and contact winners of the sweepstakes and/or contests. Any other use of the PII by the third party is strictly prohibited. Our sweepstakes and/or contests are targeted to individuals 6 years of age and older, and individuals under 13 years of age are not eligible to participate unless they have parent or legal guardian specifically permitted by the official rules of the related sweepstakes or contest. TCA requires proof of age in order for an individual to collect any prizes awarded. Individuals may only be a prize winner once in any ninety (90) day period.

- **RSS Feeds.**

(a) TCA and its Affiliated Publishers (as defined in Section 15 of this Agreement) may offer RSS feeds and related content (collectively, the "**RSS Feeds**") to Users for private, non-commercial use only. All other uses are prohibited, including, without limitation, placing advertising into, around, or targeted towards the RSS Feed or related content. Users may not edit or modify the RSS Feeds in any manner, including, without limitation the text, content or links supplied by TCA. Users may only use the RSS Feeds on platforms that include a functional link such that, when clicked, such link takes the viewer directly to the display of the full article on the Site.

Users may not display the RSS Feeds in a way that prevents successful linking to, redirection to or delivery of the applicable Site. Users may not insert any intermediate or other page, or any other content, between the RSS Feeds link and the appropriate Site page.

(b) As between TCA and the User, TCA shall retain all right, title and interest in and to the RSS Feeds, including, without limitation any content or TCA logos and trademarks used in connection with the RSS Feeds. Users must provide attribution to the appropriate Site page in connection with use of the RSS Feeds. If such attribution is provided using a graphic, the User must use the logo that is incorporated into the applicable RSS Feed.

(c) TCA reserves the right to discontinue providing the RSS Feeds at any time without notice and may require you to cease displaying, distributing or otherwise using any or all of the RSS Feeds for any reason. TCA expressly disclaims all liability for any of your activities in connection with the RSS Feeds or a User's use of the RSS Feeds in connection with a User's individual web site.

- **Message Boards and Public Forums.** You acknowledge that public forums and features offered on the Site are for public and not private communications, and you have no expectation of privacy with regard to any User Content posted, submitted or distributed on or through a public forum. TCA cannot guarantee the security of any information you disclose through any of these public forums; you make such disclosures at your own risk. TCA affiliate publishers (each an "**Affiliate Publisher**" collectively the "**Affiliate Publishers**") may have their own forum guidelines that must be followed. Please check the appropriate Affiliate Publisher web site for additional information, terms and guidelines as each Affiliate Publisher web site's forum guidelines may vary. Affiliate Publishers have the ability to ban any User who violates this Agreement or the individual Affiliate Publisher's web site's forum guidelines. Information obtained in a Forum may not be reliable. TCA is not responsible for the content or accuracy of any information posted on such public forum, and shall not be responsible for any decisions made based on such information.

- **Member Disputes.** You are solely responsible for your interactions with other TCA Members. TCA reserves the right, but has no obligation, to monitor disputes between you and other Members.

- **Privacy.** Use of the Site Services is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference.

- **Jurisdictional Issues.** TCA makes no representation that materials on the Site are appropriate or available for use in locations other than the United States of America. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable.

- **Disclaimers.** TCA is not responsible for any incorrect or inaccurate Content posted on the Site or in connection with the Site Services, whether caused by Users of the Site Services or by any of the equipment or programming associated with or utilized in the Site Services. Profiles created and posted by Members on the Site may contain links to other websites. TCA is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites

are in no way investigated, monitored or checked for accuracy or completeness by TCA. Inclusion of any linked website on the Site or the Site Services does not imply approval or endorsement of the linked website by TCA. When you access these third-party sites, whether or not sites operated by companies affiliated or connected with TCA, you do so at your own risk. When visiting any third-party sites you should refer to each such web site's individual "**Terms of Service**" and not rely on this Agreement in any way. TCA takes no responsibility for third party advertisements which are posted on this Site or through the Site Services, nor does it take any responsibility for the goods or services provided by its advertisers. TCA is not responsible for the conduct, whether online or offline, of any User of the Site Services. TCA assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User communication. TCA is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Site Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Site Services. Under no circumstances shall TCA be responsible for any loss or damage, including personal injury or death, resulting from use of the Site Services, attendance at a TCA event, from any Content posted on or through the Site Services, or from the conduct of any Users of the Site Services, whether online or offline. The Site Services are provided "AS-IS" and as available and TCA expressly disclaims any warranty of fitness for a particular purpose or non-infringement. TCA cannot guarantee and does not promise any specific results from use of the Site Services.

- **. Limitation on Liability.** IN NO EVENT SHALL TCA AND/OR THE SITE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SITE SERVICES, EVEN IF TCA AND/OR THE SITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF TCA AND/OR THE SITE TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO TCA AND/OR THE SITE FOR THE SITE SERVICES DURING THE TERM OF MEMBERSHIP.

- **. U.S. Export Controls.** Software available in connection with the Site Services (the "**Software**") is further subject to United States of America export controls. No Software may be downloaded from the Site Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

- **. Disputes.** If there is any dispute about or involving the Site Services, you agree that the dispute shall be governed by the laws of the State of INDIANA, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of INDIANA, City of Indianapolis for resolution of any dispute, action or proceeding arising in connection with this Agreement or your use or non-use of the Site.

- **. Indemnity.** You agree to indemnify and hold TCA, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) your use of the Site Services in violation of this Agreement; (b) your breach of this Agreement; (c) any violation of the Rules of Conduct; or (d) any breach of your representations and warranties set forth above and/or if any Content that you post on the Site or through the Site Services causes TCA to be liable to another.

- **. Other.** This Agreement is accepted upon your use of the Site or any of the Site Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and TCA regarding the use of the Site Services. The failure of TCA to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

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Please contact us at: [Info@thecheerleadingagency.com](mailto:Info@thecheerleadingagency.com) with any questions regarding this Agreement.

**I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.**